

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RUSSELL REYNOLDS ASSOCIATES, INC.,

Plaintiff,

v.

NADEZDA USINA,

Defendant.

CONSENT INJUNCTION

Case No: 1:23-cv-02369-JHR

WHEREAS on April 21, 2023, this Court entered an Order to Show Cause for a Temporary Restraining Order and Expedited Discovery (ECF No. 45) that temporarily restrained and enjoined Defendant Nadezda Usina (“Usina”) from engaging in behavior in breach of a Stock Agreement that Usina entered into on September 15, 2015 and reaffirmed thereafter (the “**Stock Agreement**”);

WHEREAS, on June 12, 2023 Plaintiff Russell Reynolds Associates, Inc. (“**RRA**”) and Usina informed the Court that they had resolved the litigation and agreed to the entry of this Consent Injunction;

WHEREAS, any capitalized terms not defined herein shall have the meanings ascribed to them in the Stock Agreement;

NOW, THEREFORE, it is hereby ORDERED that:

1. Except as set forth in paragraph 2 below, Usina will comply with the covenants and obligations set forth in the Stock Agreement (including those set forth in Article II of the Stock Agreement), and affirms that they each remain in full force and effect, such that:

- a. Usina shall not until March 21, 2026, hire or otherwise engage, or in any way participate or assist a Future Associate in the hiring or engagement of, the services

of (a) any shareholder, officer or employee of RRA or any of its subsidiaries or affiliates, or (b) any former shareholder, officer or employee who was employed by RRA or any of its subsidiaries or affiliates during the six months prior to such hiring or engagement;

b. Usina shall not until March 21, 2026, solicit, entice, persuade, encourage or otherwise induce or cause any employee of RRA or any individual who was an employee within the six month period preceding Usina's termination of employment (including any of its subsidiaries or affiliates) to terminate such employment or to become employed by any person or entity other than RRA (including any of its subsidiaries or affiliates), or in any way assist a Future Associate in the pursuit of the foregoing;

c. Usina shall not, until March 21, 2024, directly or indirectly, individually, or by assisting any other person, directly or indirectly solicit, contact, or communicate with any person or company for the purpose of engaging in business that is the same or similar to RRA's Business who was a client of RRA (including any of its subsidiaries or affiliates) for whom Usina provided services in the twenty-four (24) months prior to Usina's termination of employment, or in any way assist a Future Associate in the pursuit of the foregoing;

d. Usina shall not at any time use, disclose, furnish or make accessible, directly or indirectly, in any manner or for any purpose unauthorized by RRA, any trade secrets, confidential or proprietary information or any other knowledge, know-how, information, documents or materials owned, developed or possessed by RRA, whether in tangible or intangible form, pertaining to the business of RRA,

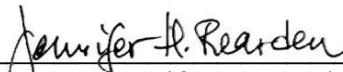
including, without limitation, the purchase price of the Common Stock, the identities of, and information concerning, clients and prospective clients, the identities of, and information concerning, individual contacts at business entities which are clients or prospective clients, and business relationships (provided, that this Section shall not apply to information which has been publicly disclosed or is otherwise generally known to the public other than as a result of a breach of this provision by Usina).

2. Section 2.1(a) of the Stock Agreement is partially modified to provide, among other things, that Usina agrees not to directly or indirectly provide services to clients with Meredith Rosenberg, Mar Hernández, and / or Libby Naumes, or refer business between or among Usina, on the one hand, and Ms. Rosenberg, Ms. Hernandez and/or Ms. Naumes, on the other hand, through December 21, 2023.

By July 26, 2023, Plaintiff shall file a notice of voluntary dismissal with prejudice. *See* ECF No. 144. The Consent Injunction will take effect upon the parties' filing of the Second Circuit's form FRAP 42(b) Stipulation to Withdraw with Prejudice the pending appeal of the Court's April 21, 2023 Order. *See* ECF No. 45; *see also* ECF No. 144. At that time, the temporary restraints entered by the Court on April 21, 2023 will be dissolved. SO ORDERED.

DATED: July 24, 2023

New York, New York



Hon. Jennifer H. Rearden
United States District Judge